

**BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY,
GURUGRAM**

Date of decision: 08.11.2024

NAME OF THE BUILDER		PAREENA INFRASTRUCTURE PVT LTD	
PROJECT NAME		MICASA	
S. No.	Case No.	Case title	APPEARANCE
1	CR/4781/2023	Hema Shakun and Manish V/s Pareena Infrastructure Pvt Ltd.	Sh. Gaurav Madan Sh. Prashant Sheoran
2	CR/4783/2023	Bhupender Kumar Gupta and Sonam Agarwal V/s Pareena Infrastructure Pvt Ltd.	Sh. Gaurav Madan Sh. Prashant Sheoran

CORAM:

Shri Arun Kumar

Chairman

ORDER

1. This order shall dispose of the 2 complaints titled as above filed before this authority in form CRA under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "the rules") for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "Micasa" (group housing colony) being developed by the same

respondent/promoter i.e., M/s Pareena Infrastructure Private Limited. The terms and conditions of the buyer's agreements, fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking award of delay possession charges along with interest.

3. The details of the complaints, reply to status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Project Name and Location		Micasa" Sector-68, Gurugram.		
Possession Clause: 13. Completion of Project				
<i>"That the Developer shall, under normal conditions, subject to force majeure, complete construction of Tower/Building in which the said flat is to be located within 4 years of the start of construction or execution of this Agreement whichever is later, as per the said plans and specifications seen and accepted by the Flat Allottee (s) (with additional floors for residential units if permissible) with such additions, deletions, alterations, modifications in the layout, tower plans, change in number, dimensions, height, size, area or change of entire scheme the Developer may consider necessary or may be required by any competent authority to be made in them or any of them. ."</i>				
(Emphasis supplied)				
Occupation certificate: - Not obtained				
Due date:				
26.10.2020 (Note: 4 years from the date of start of construction + 6 months of covid)				
Complaint No., Case Title	Unit no.	Date of apartment buyer agreement	Date of Start of construction	Sale Consideration (SC)/ Total Amount paid by the complainant(s)(AP)
CR/4781/2023	604, 6 th Floor, Tower 6	12.01.2016	26.04.2016	SC- ₹ 60,70,810/-

				AP- ₹ 32,68,014/-
CR/4783/2023	D-0204 [page 26 of complaint]	15.10.2012 [page 23 of complaint]	Not offered	SC- ₹ 62,87,060/- AP- ₹ 32,69,413/-

4. The aforesaid complaints were filed by the complainants against the promoter on account of violation of the apartment buyer's agreement executed between the parties in respect of said unit for not handing over the possession by the due date, seeking award of delay possession charges along with interest.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of all the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case **CR/4781/2023 Hema Shakun and Manish V/s Pareena Infrastructure Pvt. Ltd.** are being taken into consideration for determining the rights of the allottee(s) qua delay possession charges along with interest and compensation.

A. Project and unit related details

7. The particulars of the project, the details of sale consideration, the amount paid by the complainant(s), date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

CR/4781/2023 Hema Shakun and Manish V/s Pareena Infrastructure Pvt. Ltd.

S.N.	Particulars	Details
1.	Name and location of the project	"Micasa", sector-68, Gurgaon
2.	Nature of the project	Group Housing
3.	Project area	12.25085 acres
4.	DTCP license no.	111 of 2013 dated 30.12.2013 valid up to 12.08.2024 (area 10.12 acre) 92 of 2014 dated 13.08.2014 valid up to 12.08.2019 (area 0.64 acre) 94 of 2014 dated 13.04.2014 valid up to 12.08.2024 (area 2.73 acre)
5.	RERA Registered/ not registered	Registered vide no. 99 of 2017 issued on 28.08.2017 up to 30.06.2022
6.	Allotment letter	25.09.2015 (page no. 31 of complaint)
7.	Date of apartment buyer agreement	12.01.2016 (page no. 34 of complaint)
8.	Unit No.	604, 6 th Floor, Tower 6 (page 40 of complaint)

9.	Unit admeasuring area	865 sq. ft. (super area) (page 40 of complaint)
10.	Possession clause	13. Completion of Project <i>That the Developer shall, under normal conditions, subject to force majeure, complete construction of Tower/Building in which the said flat is to be located within 4 years of the start of construction or execution of this Agreement whichever is later, as per the said plans and specifications seen and accepted by the Flat Allottee (s) (with additional floors for residential units if permissible) with such additions, deletions, alterations, modifications in the layout, tower plans, change in number, dimensions, height, size, area or change of entire scheme the Developer may consider necessary or may be required by any competent authority to be made in them or any of them.</i>
11.	Date of start of construction	26.04.2016 (date of start of excavation at page no. 105 of complaint)
12.	Due date of possession	26.10.2020 (4 years from the date of start of construction + 6 months of covid)
13.	Total sale consideration	Rs.60,70,810/- (as per payment schedule on page 62 of complaint)
14.	Total amount paid by the complainants	Rs.32,68,014/- (as per SOA on page 81 of complaint)

15.	Occupation certificate	Not obtained
16.	Offer of possession	Not offered

B. Facts of the complaint

8. The complainants have made the following submissions in the complaint: -
9. That on 07.05.2014, the executive of respondent company approached the complainants to book a flat in their upcoming project called "Mi Casa 68". The complainants applied for the allotment and paid the booking amount of Rs. 5,00,000/- (Rupees Five Lakh) to the respondent through Cheque and further made two other payment on 07.07.2014 of Rs. 5,70,000/- and Rs. 1,00,123/-.
10. Thereafter application form was signed between the parties and an allotment letter was also given by the respondent on 25.09.2015, wherein an unit bearing no.604, tower 6 in Mi Casa 68, Sector 68, Gurgaon has been allotted to complainants.
11. That, thereafter a builder buyer agreement executed between the parties to the complaint dated 12.01.2016, wherein it categorically mentioned that the complainants/ allottee(s) has opted construction link plan for making the payment but builder has failed to complete the said project as per the terms and conditions mentioned in the said agreement.
12. That the possession of the aforesaid flat unit was supposed to be delivered by January,2020 as promised by the respondent, but even after a lapse of 3 year 8 Months, the respondent showed its incapability to initiate the project as promised.

13. That the complainants took house loan and paying its instalment as well as residing in rented accommodation and also paying the rent for it. It is evident for the above mentioned fact that the complainants are bearing double burden as well as one part of their saving is being wasted on the sake of fake promises of respondent.
14. That after making necessary inquiry about the project and the possession of the flat, the complainants visited the construction site and noted that the only 60% work has been done till date. The complainants has invested their hard earned money in buying this flat and they was of the belief that the project would be completed within the given time, but they was shocked to see that some of the towers have not even started and the construction was at halt.
15. That despite paying such huge amount the complainants were never apprised about the actual development status by the respondent despite repeated requests. In fact the complainants contacted many times to know the actual status of the project but the respondent did not give any reply on the request of complainants.
16. That the respondent failed to handover possession of the said unit after four years of execution of BBA or as per the said clause contained in BBA.
17. That the respondent have not only failed to hand over possession of the said unit but have also failed to even complete the construction work till date.
18. That the complainants approached the respondent on numerous occasions for knowing the current status of the said unit but the respondent keep the matter on the one pretext or the other and did not give any satisfactory reply to them.

19. Failure of commitment on the part of respondent has made the life of the complainants miserable socially as well financially as all their personal financial plans and strategies were based on the date of delivery of possession as agreed by the respondent.
20. That in view of the aforesaid the respondent be directed to pay delayed possession charges as per provisions mentioned in RERA.

C. Relief sought by the complainants:

21. The complainants have sought following relief(s)
- Direct the respondent to complete the construction and handover the possession of the apartment to the complainants immediately.
 - Direct the respondent to pay interest, for every month of delay in offering of possession of the apartment to the complainants on the amount taken from the complainants, at the prescribed rate as per the Act, 2016 till the respondent hands over the possession of the apartment.
 - Direct the respondent to refund/return with interest all such amounts to the complainants, which the respondent has surreptitiously charged and collected from the complainants illegally, unlawfully and fraudulently such as the preferential location charges, car parking charges, external electrification charges & fire fighting equipment charges, club membership charges, power back-up charges, etc.
 - Direct the respondent to pay legal expenses of Rs.1,00,000/- incurred by the complainants.

22. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the act to plead guilty or not to plead guilty.

D. Reply by the respondent.

23. The respondent has contested the complaint on the following grounds.

24. That the present complaint is not maintainable in the eyes of law.

25. That the complainants are estopped from filing the present complaint by his own act and conduct, admission, omission, laches and acquiescence.

26. That the respondent is in the process of developing several residential group housing colonies in Gurugram, out of them one is "MICASA" at Sector 68.

27. That the construction of the said project is at an advance stage and the construction of various towers has already been completed and soon obtain occupation certificate of the tower in which unit in question is situated. That the respondent is a committed real estate developer, who is developing various residential colonies as per rules and law.

28. That the respondent continues to bonafidely develop the project in question despite of there being various instances of non-payments of installments by various allottees. This clearly shows unwavering commitment on the part of the respondent to complete the project. Yet, various frivolous petitions, such as the present one seriously hampers the capability of the respondent to deliver the project as soon as possible. The amounts which were realized from the complainants have already been spent in the development work of the proposed project. On the other hand the respondent is still ready to deliver the unit in question of this due

completion to the complainants, of course, subject to payment of due installments and charges.

29. That it has become a matter of routine that baseless and unsubstantiated oral allegations are made by allottees against the respondent with a mere motive of avoiding the payment of balance consideration and charges of the unit in question. If such frivolous and foundationless allegations will be admitted then, interest of other genuine allottees of the project, will be adversely affected. In these circumstances, the present complaint deserves to be dismissed.
30. That as per apartment buyer agreement the date of delivery of possession was not absolute and was subject to terms and conditions of agreement itself. That admittedly it has been written in the clause 13 that the company shall endeavor to complete the construction within period of 4 years from start of construction or execution of this agreement, whichever is later but said time period of 4 years are not absolute. That further extension of 6 months is also agreed between the parties at the discretion of respondent, however said period of 4 years 6 months is also not absolute and it is subject to several reasons beyond the control of respondent and it was also agreed by the complainants that if the project gets delayed due to force majeure circumstances than the said period consumed during concerned circumstances shall stand extended. That it is admitted fact by both the parties that construction was started on 26-04-2016 (as mentioned in account statement attached herein as Annexure R1.), thus the starting dated for calculation of date of possession would be 26-04-2016 and final date of possession shall be calculated after considering all the relevant circumstances.

31. That since prescribed period of 4.6 years is subject to force majeure circumstances. It is submitted that there were a number of judicial orders, notifications and other circumstances which were completely beyond the reasonable control of the respondent, which directly impeded the ability and even the intention of the respondent to continue with the development and construction work of the said project. It will be detailed hereinafter that on account of various notifications and judicial orders the development and construction work of the said project was impeded, stopped and delayed. That the total number of days for which despite of their being an absolute willingness on the part of respondent, respondent could not raise construction.
32. That completion of the project shall be considered as 4 years after addition of force majeure circumstances. Similarly on account of corona virus pandemic HRERA granted additional time of 6 months for completion of project in year 2020 and additional 3 months in year 2021 from 01-04-2021 to 30-06-2021.
33. That whenever construction was stopped due to any reason either because of lockdown or any interim orders of Hon'ble Supreme court/MCG/Environment pollution control boards of state of Haryana and separately of NCR, it created a hurdle in pace of construction and after such period was over, it required considerable period of time to resume construction activity. It is submitted that whenever construction activity remains in abeyance for a longer period of time, then the time required gathering resources and re-commence construction; also became longer, which further wasted considerable time. That longer the construction

remains in abeyance due to circumstances discussed herein, longer the time period required to start again.

34. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority

35. The application of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E. I Territorial jurisdiction

36. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E. II Subject matter jurisdiction

37. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11

.....

(4) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

38. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

F. Findings on the objections raised by the respondent.

F.I. Objection regarding force majeure conditions.

39. The respondent-promoter raised a contention that the construction of the project was delayed due to force majeure conditions such as various orders passed by the Haryana State Pollution Control Board from 01.11.2018 to 10.11.2018, lockdown due to outbreak of Covid-19 pandemic which further led to shortage of labour and orders passed by National Green Tribunal (hereinafter, referred as NGT). Further, the authority has gone through the possession clause of the agreement and observed that the respondent-developer proposes to handover the possession of the allotted unit within a period of four years from the date of execution of agreement or date of start of construction whichever is later. In the present case, the date of execution of agreement is 12.01.2016 and date of start of construction is 26.04.2016. The due date is calculated from the date of start

of construction being later, so, the due date of subject unit comes out to be 26.04.2020. **Further as per HARERA notification no. 9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion/due date on or after 25.03.2020.** The completion date of the aforesaid project in which the subject unit is being allotted to the complainants is after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic. So, in such case the due date for handing over of possession comes out to 26.10.2020.

G. Findings on the relief sought by the complainants.

G.I Direct the respondent to complete the construction and handover the possession of the apartment to the complainants immediately.

G.II Direct the respondent to pay interest, for every month of delay in offering of possession of the apartment to the complainants on the amount taken from the complainants, at the prescribed rate as per the Act, 2016 till the respondent hands over the possession of the apartment.

40. In the present complaint, the complainants intend to continue with the project and is seeking delay possession charges interest on the amount paid. Proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules:

"Section 18: - Return of amount and compensation

18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building. -

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,

he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."

(Emphasis supplied)

41. Clause 13 of the builder buyer agreement (in short, agreement) provides for handing over of possession and is reproduced below:

"13.

*That the Developer shall, under normal conditions, subject to force majeure, complete construction of Tower/Building in which the said flat is to be located **within 4 years of the start of construction or execution of this Agreement whichever is later**, as per the said plans and specifications seen and accepted by the Flat Allottee (s) (with additional floors for residential units if permissible) with such additions, deletions, alterations, modifications in the layout, tower plans, change in number, dimensions, height, size, area or change of entire scheme the Developer may consider necessary or may be required by any competent authority to be made in them or any of them."*

42. **Due date of possession and admissibility of grace period:** As per clause 13 of the agreement dated 12.01.2016, the possession of the allotted unit was supposed to be offered within a stipulated timeframe of 4 years of the start of construction or execution of agreement whichever is later. The date of start of construction was 26.04.2016. Therefore, the due date is calculated from date of start of construction i.e., 26.04.2016 as it is later.

Hence, the due date comes out to be 26.04.2020. Accordingly, the authority in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic allows the grace period of 6 months to the promoter at this stage. Hence, the due date comes out to be 26.10.2020.

43. Payment of delay possession charges at prescribed rate of interest:

The complainants are seeking delay possession charges at the prescribed rate of interest. Proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

44. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

45. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on

date i.e., 08.11.2024 is **9.10%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **11.10%**.

46. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation. —For the purpose of this clause—

- (i) *the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;*
- (ii) *the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*

47. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., **11.10%** by the respondent/promoter which is the same as is being granted to them in case of delayed possession charges.

48. On consideration of the documents available on record and submissions made by the parties regarding contravention as per provisions of the Act, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 13 of the buyer's agreement, the possession of the subject apartment was to be delivered within stipulated time i.e., by 26.10.2020. However, till date no occupation certificate has

been received by respondent and neither possession has been handed over to the allottee till date.

49. The Authority is of considered view that there is delay on the part of the respondent/promoter to offer of possession of the allotted unit to the complainants as per the terms and conditions of the buyer's agreement dated 12.01.2016. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period.
50. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent/promoter is established. As such, the allottee shall be paid by the promoter interest for every month of delay from the due date of possession i.e., 26.10.2020 till the date of valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession, whichever is earlier; at prescribed rate i.e., 11.10% p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.

G.III Direct the respondent to refund/return with interest all such amounts to the complainants, which the respondent has surreptitiously charged and collected from the complainants illegally, unlawfully and fraudulently such as the preferential location charges, car parking charges, external electrification charges & fire fighting equipment charges, club membership charges, power back-up charges, etc.

51. The complainants have neither pressed the said relief in its pleadings nor does the counsel argued during the course of hearing regarding the said issue. Therefore, the authority cannot deliberate on this relief.

G.IV Direct the respondent to pay legal expenses of Rs.1,00,000/- incurred by the complainants.

52. The complainants in the aforesaid relief are seeking relief w.r.t compensation. Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as **M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of UP & Ors.** (Decided on 11.11.2021), has held that an allottee is entitled to claim compensation under sections 12, 14, 18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation. Therefore, the complainants are advised to approach the adjudicating officer for seeking the relief of compensation.

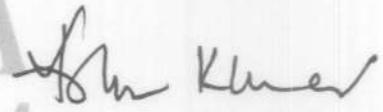
H. Directions of the authority

53. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

- a. The respondent is directed to hand over the actual physical possession of the unit to the complainants within 2 months after obtaining occupation certificate.
- b. The respondent is directed to pay interest at the prescribed rate of 11.10% p.a. for every month of delay from due date of possession i.e.,

- 26.10.2020 till the valid offer of the possession plus two months after obtaining occupation certificate from the competent authority or actual handing over of possession, whichever is earlier as per proviso to section 18(1) of the Act read with rule 15 of the rules.
- c. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 11.10% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
- d. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- e. The respondent is directed to pay arrears of interest accrued within 90 days from the date of order of this order as per rule 16(2) of the rules.
54. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
55. The complaints stand disposed of.
56. Files be consigned to registry.

HARERA
GURUGRAM



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 08.11.2024